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discuss subjects in great detail himself, but to refer to the "great leading and annotated cases upon each proposition stated."

The author's manner of dealing with his subject could be improved, it would seem, by a more careful analysis. Much space is consumed in partially discussing in one place what is more fully discussed in another. For example, practically all the matter given in the first part is repeated in more expanded and more accurate form in the second, so that the first part seems superfluous. The term "contracts" is inaccurately applied to many topics which it does not properly include, such as judgments and quasi-contracts. Certain discussions of subjects admitted not to belong to the field of contracts seem rather out of place, as, for example, the ninety-page treatment of criminal law in the third part. Too much prominence is given to Latin maxims which are so often on close analysis found to be meaningless or erroneous. What errors appear in the book are usually due to statement so condensed as to be misleading, or to a failure to find the ultimate principle, rather than to absolute misconceptions.

The chief value of the book would seem to be as a general index to textbooks and other authorities. It will be useful in looking up the broad principles of the law of contracts rather than for careful preparation on a given case. It is a good book for finding quickly in a general way what the law is.

A TREATISE ON COMMERCIAL PAPER AND THE NEGOTIABLE INSTRUMENTS LAW. By James W. Eaton and Frank B. Gilbert. Albany: Matthew Bender. 1903. pp. xciii, 767. 8vo.

This work resembles in general arrangement the standard treatises on commercial paper, but the method of handling the details of the subject is somewhat new. In this regard the volume might almost be described as a running comment on the Negotiable Instruments Law. The text selected for discussion is that of the New York Act, but there are cross references to the statutes of all the other twenty or more jurisdictions in which the Law is now in force. After citing the provisions of the New York Act, the authors indicate by a summary of the common law decisions the extent and nature of the changes which the legislature has brought about. This manner of treatment is logical and effective and may be commended as the best idea in the book.

The authors make no attempt to do more than state decisions of the courts. The principles of the law merchant and the reasons and customs which underlie them are omitted. Even such a disputed point as the reason for the liability of the acceptor of a forged bill is not discussed. Such a work, it would seem, can hardly be regarded as a real contribution to the study of the law of negotiable instruments.

In the field which they attempt to cover the authors are generally accurate. There is, of course, an occasional omission. For instance, under the Negotiable Instruments Law, one who takes incomplete paper, although for value and without notice, must ascertain at his peril the actual amount for which the possessor has authority to fill in the blanks. Formerly in America possession of the instrument was sufficient evidence to a *bona fide* purchaser of authority to fill up to any amount. *Fullerton v. Sturges*, 4 Oh. St. 530. This distinction between the common and the statute law is not clearly pointed out. Such omissions, however, are rare, and, as a manual for the practising attorney, the book may well be of use.

CASES ON EQUITY PLEADING AND PRACTICE. By Bradley M. Thompson, Jay Professor of Law in the University of Michigan. Chicago: Callaghan and Company. 1903. pp. ix, 326. 8vo.

The study of law by the case-system aims at giving the student a knowledge of how to find the law and a training in legal reasoning which will enable him to apply it when found. To gain these two objects, especially the latter, it

seems that a detailed treatment of a subject is essential. The general principles are usually plain and not open to argument. The difficulty comes in the details of their application, and it is here that there is room for the free discussion in class without which the mere study of the cases is of little value.

The compiler of the present volume, however, has attempted to make it comprehensive in scope. He has covered the whole field of Equity Pleading and Practice, beginning with a consideration of Persons Capable of Suing and ending with cases on the special Bills of Interpleader and Bills to Perpetuate Testimony. Yet the book contains but three hundred and twenty-six pages. The result is that each branch of the subject is touched upon with an extreme generality which is unfortunate for the two special purposes of a case-book. And owing, doubtless, to the same lack of space, there is no attempt to indicate the historical or logical development of the law. If the author had made a judicious selection of the main divisions, — if, for instance, he had confined himself to the ordinary course of a suit in Equity and treated the different pleadings more exhaustively, — he would have produced a more valuable book for classroom work. In its present form, however, the volume gives a fair general idea of what the various pleadings are.

A TEXT-BOOK OF LEGAL MEDICINE AND TOXICOLOGY. By Frederick Peterson and Walter S. Haines. Philadelphia, New York, and London: W. B. Saunders & Co. In two volumes. Vol. I. 1903. pp. 730. 8vo.

This work appears to be rather a medical text-book than a legal treatise. It is intended for the lawyer who may have occasion to investigate thanatological, biological, or toxicological matters. Thus the various chapters are written by men well known in the medical world and not by legal text-writers, and, with the exception of the two chapters dealing with the medical jurisprudence of life and accident insurance, the citations are principally to medical works. The more purely legal aspects of medical jurisprudence, such as the legal rights and duties of physicians and coroners, or the laws relating to the practice of medicine, are practically omitted, while the more purely medical aspects, such as the means of identifying partial remains, or the effects of various kinds of wounds and injuries, are fully treated. The work seems to cover very much the same ground as earlier works of the same class, as for example the fourth edition of Taylor's *Medical Jurisprudence* or the more extended work of Witthaus and Becker. But as it is somewhat later in publication, it naturally represents a learning in some respects more recent; thus the second volume promises to contain a chapter on the medico-legal bearings of the X-rays. The fact that it is a compilation of treatises by specialists on the various subjects considered would also tend to give it more weight as an authoritative work than it would have if written entirely by one or two men. The work could hardly be of very general service to an attorney, but, as it appears to be an excellent one of its class, it might well prove of considerable value in a case turning largely on medical evidence.

THE ELEMENTS OF THE LAW OF NEGOTIABLE INSTRUMENTS. By John W. Daniel and Chas. A. Douglass. New York: Baker, Voorheis & Company. 1903. pp. xxxi, 418. 8vo.

The practical experience of Mr. Daniel added to the theoretical learning of Mr. Douglas, a teacher of the law, should make a distinct success of a work "designed exclusively for the use of students and instructors in law schools." Based on the larger work by the same authors contemporaneously published and reviewed in the present issue of this magazine, it necessarily reflects both its defects and its merits. In condensing their work into one small volume, the authors have apparently made it their primary purpose merely to set forth the